UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

BOARD OF TRUSTEES OF THE HEALTH AND WELFARE TRUST FUND FOR THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 99 AND 99A
3615 North Point Boulevard, Suite C
Baltimore, Maryland 21222

Plaintiff,

v.

Civil Action No. _____

CAO DAC CORPORATION
500 Giles Place
Sterling, VA 20164,

Defendant.

COMPLAINT FOR VIOLATION OF LABOR-MANAGEMENT RELATIONS ACT AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT

The Board of Trustees of the Health and Welfare Trust Fund for the International Union of Operating Engineers, Local 99 and 99A, by counsel, for its cause of action against defendant, states as follows:

1. This Court has jurisdiction over this action pursuant to Section 301 of the Labor Management Relations Act, 29 U.S.C. §185, and Sections 502(a)(3), 502(d)(1), 502 (e)(1), and 514 of the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C.§§1132(a)(3),

1132(d)(1), 1132 (e)(1) and 1145. This action is to recover liquidated damages, interest, litigation costs and attorneys' fees owed by the defendant as a consequence of the defendant's failure to make timely contributions to the Fund.

2. Venue is appropriate under 29 U.S.C. §§ 302(d) and 1132(e)(2).

3. Plaintiff Board of Trustees of the Health & Welfare Trust Fund for the International Union of Operating Engineers, Local 99 and 99A sponsors a Health and Welfare Plan (the "Plan"), a jointly-administered employee benefits plan which provides health and welfare benefits for employees represented by the Operating Engineers Local 99 and Local 99A Union ("Union") and their dependents. The Plan provides health and welfare benefits for employees employed by participating employers pursuant to collective bargaining agreements between the employers and the Union.

4. Defendant CAO DAC Corporation ("Defendant") is a corporation engaged in providing services as a contractor at various facilities. Defendant maintains its principal office at 500 Giles Place, Sterling, Virginia 20164. Defendant is an "employer" within the meaning of 29 U.S.C. §152(2) and is an "employer" within the meaning of Section 3(5) of ERISA, 29 U.S.C. §1002(5).

5. A number of the employees of Defendant are participants in and beneficiaries of the Plan. The Plan is established pursuant to a Trust Agreement in accordance with Section 302 of the Labor-Management Relations Act, as amended, 29 U.S.C. §186. The Plan's principal address is 3615 North Point Boulevard, Suite C, Baltimore, Maryland 21222.

COUNT 1 – LABOR MANAGEMENT RELATIONS ACT

6. The Defendant and the International Union of Operating Engineers, Local 99 ("Local 99") are signatories to a collective bargaining agreement ("Agreement") effective by its terms

from October 1, 2017 to September 30, 2020. A copy of the Agreement is attached hereto and incorporated by reference as Exhibit 1 and made a part hereof. The Agreement covers employees of the Defendant who work at the Coast Guard Facility, 2701Martin Luther King Jr. Avenue, SE, in Washington, DC.

7. Pursuant to Article 5, Section 5.1 of the Agreement, the Defendant was obligated to file regular contribution reports and to make timely payments to the Fund for contributions for health & welfare benefits on behalf of the employees in the collective bargaining unit represented by the Union and their covered dependents. As a participating Employer in the Plan, Defendant is also responsible for interest on all late payments, and a failure to make timely and full contributions may also result in the imposition of charges including attorneys' fees, costs, liquidated damages and interest. See Section 5.03 of the Health and Welfare Plan and Trust, effective January 1, 2007, as amended, attached hereto and incorporated by reference as Exhibit 2.

8. The Defendant has failed to make timely, monthly contributions to the Plan for the months of July 2019, August 2019 and September 2019 in the estimated amount of $23,427.00 per month. A copy of the Fund's invoices to the Defendant for the three months is attached as Exhibit 3. The Defendant is also delinquent with regard to interest due on the unpaid contributions in an amount to be determined. In addition, the Fund is entitled to recover audit fees, counsel fees and litigation costs of this action.

WHEREFORE, the Fund requests that this Court:

(a) Order Defendant to comply with the terms of the collective bargaining agreement by submitting the regular reports and make the payments of contributions to the Fund as required by the terms of the collective bargaining agreement;

(b) Order Defendant to provide all necessary books and records to the Fund's auditor so that a full and complete audit may be performed;

(c) Order the entry of judgment in favor of the Fund and against Defendant in an amount not less than $70,281.00, plus the full amount of any additional contributions, liquidated damages and interested determined to be owed;

(d) Order Defendant to pay to the Fund the costs incurred by the Fund in prosecuting this suit, including the costs of an audit, reasonable attorneys' fees and litigation costs; and

(e) Grant such other and further relief as the Court shall deem just and proper.

COUNT 2 - ERISA

9. Plaintiff readopts, realleges and reincorporates the allegations contained in paragraphs 1 through 8 herein by reference.

10. Section 502(g) of ERISA, 29 U.S.C. §1132(g)(2), provides that in any action instituted by or on behalf of a multi-employer plan to enforce the payment of delinquent contributions, the Court shall, if judgment is rendered in favor of the plan, award the plan: (a) the unpaid contributions, (b) interest on the unpaid contributions, (c) an amount equal to the greater of (i) interest on the unpaid contributions or (ii) liquidated damages provided for under the plan in amount not in excess of 20 percent (or such higher percentage as may be permitted under federal or state law) of the amount determined by the Court under subparagraph (a), (d) reasonable attorneys' fees and costs of the action, and (e) such other legal or equitable relief as the court deems appropriate.

11. The failure and refusal of Defendant to pay the contributions and other amounts due and owing to the Fund in accordance with the terms of the Agreement and the Plan violates ERISA.

WHEREFORE, plaintiff requests that this Court:

(a) Order the Defendant to comply with the terms of the collective bargaining agreement and the terms of the Plan;

(b) Order the Defendant to provide all necessary books and records to the Fund so that a full and complete audit may be performed;

(c) Order the entry of judgment in favor of the Fund and against the Defendants in an amount not less than $70, 281.00, plus the full amount of any additional contributions, liquidated damages, and interest;

(d) Order the Defendants to pay to the Fund the costs incurred by the Fund in prosecuting this suit, including reasonable attorneys' fees and litigation costs; and

(e) Grant to the Fund such other and further relief as this Court shall deem just and proper.

Respectfully submitted

/s/ Robert E. Paul

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International Union of Operating Engineers,
Local 99, Health and Welfare Fund

EXHIBIT 1

COLLECTIVE BARGAINING AGREEMENT

Between

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 99, AFL-CIO

And

CAO DAC CORPORATION

Coast Guard Facility
2701 Martin Luther King Jr. Avenue, SE
Washington, DC

October 1, 2017 - September 30, 2020



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This Agreement, made this October 1, 2017, by and between Local 99-99A, International Union of Operating Engineers, affiliated with the Greater Washington Central Labor Council, AFL-CIO, (hereinafter referred to as the "Union"), and CAO DAC Corporation (hereinafter referred to as the "Employer"). That for the purpose of mutual understanding, and in order that a harmonious relationship may exist between the Employer and the Employees in the Units herein defined, and to the end that continuous and efficient service may be rendered by both parties for the mutual benefit of both, it is hereby agreed that:

ARTICLE 1

UNION REPRESENTATION

1.1. Union Representation: The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for its employees employed at the location at 2701 Martin Luther King Jr. Avenue, SE Washington, DC.

1.2. Jurisdiction: All employees in positions under the job classifications as set forth in and attached hereto.

1.3. Union Membership: In accordance with the Labor Management Relations Act, 1947, as amended, all employees covered by this Agreement shall, within thirty (30) days from and after the effective date of this Agreement, or within thirty (30) days after their employment during the term of this Agreement, become members of the Union and retain such membership during the period of this Agreement. The Employer agrees to send to the Union upon request a current listing of unit employees.

1.3.1. Good Standing: Subject to the provisions of the Act, the Employer shall, on, but not before, the tenth (10^{th}) working day, after receipt of written notice from the Union, discharge any employee who is not in good standing in the Union as defined in the Act and as required by the preceding paragraph. The Union agrees to save and hold harmless the Employer from any and all claims made as a result of its compliance with this Section.

1.3.2. Dues Deduction: The Employer will deduct from the pay of the Employee Union dues or service fees, whichever is applicable, upon signing of an individual dues deduction/service fee authorization card in the form agreed to between the Employer and the duly designated officer of the Union.

The Union accepts all responsibility for the authenticity of each of said authorization. Incomplete or inaccurate authorizations shall be returned to the Union for correction. The Union shall indemnify and hold the Employer harmless against any claims, demands, lawsuits, or other form of liability that may arise out of or by reason of action taken by the Employer in making payroll deductions as herein provided or in complying with this Agreement.

The Employer shall not make deductions from wages for any payroll period in which the wages owed the employee (after deductions required by law) are less than the amount the employee has authorized the Employer to deduct pursuant to this Agreement.

1.4 RECRUITMENT

1.4.1. Hiring Procedures: It is the intent of this agreement to establish a procedure to consider and offer employment to the most qualified applicant in situations where a permanent vacancy, other than a temporary vacancy, occurs within the bargaining unit.

When a permanent vacancy occurs within one (1) of the positions contained in the bargaining unit, a bulletin shall be posted at the job site for a period of seven (7) calendar days during which time eligible employees will have an opportunity to submit written bids for the vacancy.

An applicant who does not bid for a job, for reasons including absence from work during the posting period, shall lose all rights to the job; however, shop stewards may bid for job vacancies for employees on vacation, absent due to illness, or other justifiable reasons subject to his/her availability for that position if that employee so desires.

New hires, promotions or transfers will be based on the applicant's qualifications for that particular job. The Employer agrees to give each applicant consideration. In consideration of each applicant, the Employer will rate each applicant on a factor basis to determine his/her level of qualifications for that particular vacancy. In the event that two (2) or more applicants are measured to have the same relative qualifications, then seniority within the bargaining unit will be the determining factor.

In the event no employees in the bargaining unit who apply are qualified, the Employer may hire from outside the bargaining unit. Should the Employer apply to the Union Business Office for help, the Union agrees that it will make every effort to furnish competent help without discrimination because of race, creed, sex, age, national origin or membership or non-membership in the Union. The Employer agrees to notify the Union of the names and addresses of any new employees no later than fifteen (15) days from their date of employment.

1.4.2. No Discrimination: It is agreed by the Employer and the Union, there shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability of any individual in accordance with applicable law, national origin, sex, Union membership, or sexual preference.

1.4.3. Affirmative Action: The parties recognize the requirement that the Employer, as a Federal government contractor, adopt an Affirmative Action Plan which includes goals and/or objectives for the recruitment, employment, training of minority employees, female employees, disabled employees, Vietnam Era veterans, and special disabled veterans.

1.5. VISITATION RIGHTS

1.5.1. Shop Steward: The Union will notify the Employer in writing of the identity of the Steward, who must be a member of the bargaining unit. The Shop Steward shall be afforded a reasonable period of time to conduct Union Business during working hours as long as such action does not interrupt operations.

1.5.2. Union Officers: Officers of the Union shall have the privilege of visiting members of the Union during working hours upon reasonable notification approved by a proper official of the Employer or its designee, subject to government security policies of the facility.

1.6 SENIORITY

1.6.1. Probationary Period: Employees shall be considered on probation for the first ninety (90) calendar days of employment by CAO DAC Corporation. Employees on probation may be discharged without recourse to the Grievance and Arbitration procedure set forth in Article VI. The Union, however, retains the right to meet and discuss with the Employer the basis for any termination during said probationary period. Seniority under this Agreement shall be defined as length of continuous service by work classification on a regular assignment.

1.6.2. Seniority: Upon completion of the probationary period, employees shall be placed on the seniority list by work unit dating to the first (1st) day of employment. Seniority shall be by job classification for the purposes of lay off and recall, however, all other benefits provided for in this Agreement shall accrue from the employee's date of hire on site.

When an employee is promoted to a higher classification, he/she shall carry all previous classification seniority to the new classification within that trade.

1.6.3. Seniority List: A seniority list shall be prepared by the Employer and shall be posted January 1st of each year and shall be revised each six (6) months thereafter. Such list will be subject to correction upon protest and clarification. However, if no complaint is made within fifteen (15) days of posting, the list published will be assumed to be correct.

1.6.4. Loss of Seniority: An employee covered by this Agreement shall lose his or her seniority status and his or her name shall be removed from the seniority list under the following conditions:

- The employee quits or resigns
- The employee is discharged for cause
- The employee is laid off and not reemployed within twelve (12) months
- The employee has been laid off for less than twelve (12) months and the employee does not return to service on or before a date specified in a Registered

Mail letter from the Employer mailed to the employee's last known address offering such employee reemployment, which date shall not be prior to five (5) days after mailing such notice, provided, however, that this paragraph shall not apply to offers of temporary work.

- The employee fails to return to work at the expiration of either a medical or personal leave of absence.
- The employee has been removed from the contract by the Government. The employee shall receive a copy of the removal notification to the Company from the Government if provided in writing by the Government. This action is not arbitrable.

1.6.5. Reduction in Force: When it becomes necessary to reduce the working force, classification seniority will generally govern, however specialized training and technical experience may override seniority guidelines when specific technical expertise is required to accomplish the mission, such as the repair of certain types of electronic equipment. It is agreed the Employer will give the affected employees two (2) weeks advance written notice or pay in lieu thereof, except in the case of probationary employees. No notice, nor pay in lieu of notice, will be required if the layoff is the result of an Act of God such as flood, fire or tornado. An employee who is offered and accepts a transfer will not be entitled to the two (2) weeks of pay provided for herein. The Employer will also give to the Union a list of any such employees laid off. The Shop Steward shall be laid off last in their classification.

1.6.6. Recall: In recalling employees after lay off, the Employer agrees to offer reemployment, within their assigned classification, to employees in the reverse order in which such employees were laid off assuming the period of lay off does not exceed twelve (12) months. An employee who accepts recall after lay off, will be credited with seniority held at time of such lay off.

1.6.7. Promotion: Employees who are promoted to positions excluded from the bargaining unit will be given a leave of absence from the bargaining unit for three (3) months and shall continue to retain and accrue seniority during that period. If at the end of this period the employee has not returned to work within the classifications covered by this Agreement, he/she shall lose all seniority rights under this Agreement, and his/her name shall be removed from the seniority list.

1.7. Shift Change: Should the Employer require the need to change the shift of workers, a notice of fourteen (14) days is to be provided to the employees affected and the Local Union, or without notice if in the opinion of the Company such change without notice is essential to its operations. If there is a temporary change in shift, the Employer must notify the employees and the Union of the end date.

ARTICLE 2

MANAGEMENT RIGHTS

2.1. Management Rights: The management of the Company and the direction of the working force are vested solely and exclusively in the Company and shall not in any way be abridged, except as specific restrictions are set forth in this Agreement. The parties agree that the Company has the right to supervise employees, to hire employees, to promote employees, to discipline, suspend or discharge employees for proper cause, which includes misconduct, dishonesty, poor attendance, tardiness, safety procedure and/or policy violation(s), sub-standard job performance, to lay off employees for lack of work, to transfer employees, to assign employees, to determine services which employees shall perform, to direct, instruct and control employees, including, but not limited to the determination of the number and qualification of employees to perform work, the quality of work standards and t he required employee performance to meet such standards, to assign overtime, to determine hours of work, to determine types of equipment, methods and procedures to be employed, to make and enforce reasonable rules to assure orderly and effective work and to perform all other functions in the administration, management, control and/or direction of the business.

It is agreed that should the Company's client request the removal and/or exclusion of an employee from the client's site for a justifiable reason, the Employer will transfer the affected employee to a comparable position at another site, and if no such position exists, shall place the employee on a preferential hiring list to fill a comparable position at another site, for a period of 12 months. Should the Employer decide to terminate the employee based upon the client's request and the reason therefore, such decision by the Employer shall be subject to the grievance and arbitration provisions of this Agreement.

Employees must be able to be issued and maintain a contractor security clearance badge by the appropriate agency. If the employee is unable to obtain such contractor clearance badge, or if it is revoked, the employee may be discharged or their offer of employment may be rescinded. Such discharge shall not be subject to the grievance and arbitration provisions listed in this agreement, provided that the employer shall document and substantiate the revocation of such security clearance by the appropriate agency.

The exercise of management rights, powers and authority shall not be subject to any grievance and/or arbitration procedure, provided that the exercise of such rights, powers and authority are not in violation of the express terms of the Agreement

2.2 WORK ASSIGNMENT

All orders and work instructions shall be issued through the designated supervisor, manager, or foreman. The supervisor, manager, or foreman shall have such responsibilities as may be delegated by his/her immediate supervisor and which are consistent with the efficient operation of the site

2.3 INHERENT RIGHTS

The above rights of management are not inclusive of all rights, which belong to and are inherent to management. Any other rights, powers, or authority the Employer had prior to the signing of this Agreement are retained by the Employer, except those specifically abridged or modified by this Agreement and any supplemental agreements that may be hereafter made.

2.4 WORK BY SUPERVISORS

Supervisors may perform bargaining unit work solely for instruction, training, employee relief breaks, and/or emergencies. Supervisors may perform bargaining unit work resulting from the absence of a full-time employee, providing a reasonable effort is made to replace that employee as soon as possible. This provision will not be used to avoid the payment of overtime for bargaining unit work.

ARTICLE 3

WAGES AND WORK SCHEDULE

3.1 PAY RATES

Employee pay rates are contained in Exhibit "A" to this Agreement. Employees will be paid on Friday every two weeks.

3.2 LABOR CLASSIFICATIONS

See Exhibit "B".

3.3 WORK WEEK

The work week begins at 0001 on Saturday morning and ends 2400 on Friday night. Hours worked are to be based on posted work schedule hours and are not to be adjusted based on when an employee clocked in or out unless approved by management as an exception. Employees will normally be scheduled to work five (5) consecutive, eight and one-half (8 1/2) hour days within each work week, with a 30-minute unpaid lunch. Employees will be assigned to a particular eight (8) hour shift based on qualifications and Employer requirements. Stationary Engineers will work an eight (8) hour workday inclusive of a lunch period. The Chief Engineer shall not necessarily have regular assigned hours unless he stands a regular watch.

3.4 OVERTIME

Employees will be paid overtime, at a rate of 1 ½ times their base pay rate, for all hours worked in excess of eight (8) hours per day or forty (40) hours per week (but not both). Work performed on the seventh (7^{th}) consecutive day worked will be paid at two (2)

times the employee's base pay rate. Employer approval is required prior to working any overtime.

Actual time worked, holidays, and approved/paid vacation count as time worked for the purpose of computing overtime but sick leave and leave without pay do not.

The exception to this would be the shift engineers who are required to remain on site at their console when eating their meal and their normal workday would be eight (8) hours/day.

3.5 DAYS OFF

Each employee shall have two (2) regularly assigned days off in each forty (40) hour week and, where practicable, these days shall be consecutive. Should an employee be assigned to work on either of his/her assigned days off, or both, he/she shall be paid accordingly. He/she shall not be assigned off on any of his/her regular working days.

3.6 CALL BACK

In the event that an employee is called back to work in an emergency or for any other reason (other than negligence on his/her part) after completing his/her regular work day and leaving the premises, he/she shall receive not less than four (4) hours pay for same. Pay will be calculated at one and one-half (1 ½) times the basic pay rate. This section is also applicable when called in earlier than scheduled, if not notified before completing his/her regular work day and leaving premises. All employees are subject to call back during emergencies.

3.7 NO LOSS

No employee shall suffer a reduction in salary, adverse change in working conditions or the loss of any benefit now enjoyed by him/her as a result of this Agreement, but this shall not be held to apply to the result of any rearrangement or re-organization of personnel.

3.8 WORK IN A HIGHER CLASSIFICATION

Work performed by an employee in a higher rated job classification specified in the this Agreement shall be paid for at the higher rate when the Employer expressly reassigns such employees to the work in the higher rated classification and the reassignment is for a substantial duration of time due to temporary changes in personnel or extended absences. Such difference will not be paid, nor will this Section be applicable to vacation relief, sick relief, absenteeism, bereavement or other short term situations with a fixed duration of less than thirty (30) days. Such reassignment will only be paid if the written approval of management is received.

3.9 SITE CLOSURE BY THE GOVERNMENT

If during normal working hours the federal Government grants an early closure and this release is approved by the Contracting Officer for their employees and the Contracting Officer (or their designated representative) advises the Company that they will be released from the contractual staffing requirements without deduction, then those employees who are released will be paid their normal rate of pay for that period. Essential staff required to remain on site will be paid at the rate of time and one-half (1 ½) their normal rate of pay if approved by the Contracting Officer.

ARTICLE 4

AUTHORIZED ABSENCES

4.1 VACATIONS:

Each Employee covered under the terms of this Agreement shall accrue vacation based on her/his length of service. The length of service includes the whole span of continuous service from the date of employment (anniversary date) with the Employer, wherever employed, and with predecessor contractors in the performance of similar work at the site. Full time Employees shall accrue annual paid vacation beginning on the first day of employment. Each employee covered by the terms of this Agreement who has worked continuously in the employ of the Employer or a predecessor contractor for the following period shall be accrue vacations as shown below, based upon the Employee's anniversary date and the Employee's length of service.

Vacation is calculated each pay period and is available for immediate use.

59 months of service or fewer	3.08 hours per pay period
60 - 119 months of service	4.62 hours per pay period
120 - 179 months of service	6.15 hours per pay period
180 months of service and beyond	7.69 hours per pay period

The vacation leave year begins on January 1 of each year and terminates on December 31. All vacation must be used in the year that it is earned unless the employee is prevented by the employer from taking vacation in writing. A ny unused vacation can carry over to the following calendar year up to a maximum of five (5) days.

The employer agrees to allow employees to take vacation before it is earned each year so that employees are not required to wait until late in the year for vacation. Employees requesting to use unearned vacation may be approved to use no more than one (1) year of annual vacation accrual. While vacation approval is at the discretion of management, a supervisor may not deny an employee access to vacation leave solely on the basis of whether it has been earned at the time of the request. Terminated employees will be paid for vacation prorated at the current rate of accrual from January 1 to the date of

termination less any vacation used. If an employee's vacation balance is negative upon their termination, the negative hours will be deducted from the employee's final paycheck.

4.2 HOLIDAYS

4.2.1. Authorized Holidays: The following holidays shall be recognized each calendar year and employees shall receive a day's pay for same:

New Year's Day	Independence Day	Thanksgiving Day
Martin Luther King Day	Labor Day	Christmas Day
Presidents' Day	Columbus Day	
Memorial Day	Veterans' Day	

The above holidays will be observed according to the same scheduled day as the client observes them. A day's pay shall also be received for Holidays declared legal by the President of the United States, and/or the Congress of the United States, and approved by the Government Contracting Officer.

4.2.2. Holiday Pay: In weeks during which a holiday occurs on a scheduled work day and an employee is assigned off duty, he/she shall receive a day's pay for same. During such week(s) all work performed in excess of thirty-two (32) hours shall be paid for at one and one-half (1 ½) times the basic rate. The following additional provisions regarding Holidays also apply.

- If an employee works on any of these holidays, he/she shall be paid two (2) times the basic rate for all hours worked, in addition to holiday pay. No employee shall be assigned to work less than eight (8) hours on a holiday.

- To be eligible for holiday pay, the employee must work their regularly scheduled day before the holiday and their regularly scheduled day after the holiday, unless on leave as approved by the Company.

- If a holiday falls on an employee's regularly scheduled day off and he/she is not required to work, he/she shall receive a day's pay for same.

- All hours paid with the exception of sick leave are to be considered hours worked.

- It is understood and agreed that in no event shall the sub-sections of this Section be combined or pyramided.

4.3 SICK LEAVE

Each employee covered under the terms of this Agreement shall accrue eight (8) days sick leave annually. An employee may carry over up to one hundred twenty(120) hours

of sick leave from calendar year to calendar year, but will stop accruing sick leave once the maximum allotment of 120 hours has been reached. Upon termination, all accrued but unused sick leave will be forfieted; there will be no payout of unused sick leave.

An employee may use such leave, in accordance with DC Law, for the following situations:

- Physical or mental illness, injury or medical condition of the employee; or
- To obtain a medical diagnosis or preventative care for the employee; or
- Any of the needs listed in (1) and or (2) for a child, parent, spouse domestic partner, or other family member of the employee; or
- To obtain care or services related to stalking, domestic violence, or sexual abuse of the employee or their family member.

Additonally, in order to return to work when more than three days of sick leave is used at one time (for an employee's personal illness), a doctor's slip approving return to work with no restrictions will be required. Sick leave will not be used to augment personal leave, holidays, vacation or snow days. The Union and its members pledge to support the Employer's sick leave policy.

Sick leave accrual shall be administered on a per pay period basis. The Employer will attempt to keep an accurate and current sick leave accrual to date on the check deposit register or pay stub. The employee will report any discrepancies to his/her supervisor. Reported discrepancies will be corrected within a reasonable time frame.

4.4 BEREAVEMENT LEAVE

Employees are authorized bereavement leave to attend the funeral of a relative. If any authorized bereavement leave is a normal working day for the employee, the employee shall suffer no loss in pay. No employee shall receive any part of bereavement leave that occurs during previously scheduled or regular time off, or when the employee is absent from work for other reasons. In no event shall pay for funeral leave be in excess of eight (8) hours per day at straight time. The length of absence authorized is specified below:

- Three (3) Days within a 30-day period –Grandchild, Grandparent, Grandparent-in-law
- Five (5) Days within a 30-day period– Spouse, Sister, Brother, Children, Parent or Parent-In-Law

4.5 JURY DUTY

Employees actually serving on juries shall receive their straight-time weekly basic pay for up to ten (10) workdays. They will be expected to work their regularly posted schedule on days when the jury is not in session.

4.6 LEAVE WITHOUT PAY

Leave without pay may be granted at the sole discretion of the Employer. Except in an emergency, a written request for Leave Without Pay must be submitted to the Employer and approved in writing prior to taking leave.

ARTICLE 5

HEALTH, WELFARE AND PENSION BENEFITS

5.1 HEALTH and WELFARE BENEFITS

The Employer agrees to make contributions, as listed below, per month for all employees and their dependents covered herein to the Health and Welfare Trust Fund of the International Union of Operating Engineers, Local 99-99A.

In the event that the Employer's contribution is less than the required contribution rate, as determined from time to time by the Trustees of the Local 99-99A, Health and Welfare Plan, the Employer shall deduct from the wages of each employee an amount equal to the difference between the Employer contribution and the Plan cost, as determined by the Plan Trustees. The contribution by the Employer, together with the amount withheld from the employees' pay, if any, shall be paid to the Plan Administrator no later than the twentieth (20^{th}) of the month following the month in which the deductions were made.

Coverage	Effective October 1, 2017	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
Single Coverage	$670.00	$703.00	$739.00	$776.00
Family Coverage	$1,479.00	$1,553.00	$1,630.00	$1,712.00

5.2. Pension Benefits: The employer agrees to contribute the amount indicated below per hour for all hours paid for the term of the contract excluding overtime hours, not to exceed 2080 hours per year, for all employees covered herein, to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers.

Classification	Effective October 1, 2017	Effective October 1, 2018	Effective October 1, 2019
Chief Engineer	$7.40	$7.65	$7.90
Asst. Chief Engineer	$6.40	$6.65	$6.90
Lead Engineer	$6.15	$6.40	$6.65
Engineer	$5.65	$5.90	$6.15
Lead HVAC Mechanic	$6.15	$6.40	$6.65
HVAC Mechanic	$5.65	$5.90	$6.16
HVAC Controls Tech	$5.65	$5.90	$6.16
Maintenance Mechanic	$5.40	$5.65	$5.90
General Maintenance Worker	$5.15	$5.40	$5.65

Lead Plumber	$6.15	$6.40	$6.65
Plumber	$5.65	$5.90	$6.16
Structural, Lead	$6.15	$6.40	$6.65
Carpenter	$5.15	$5.40	$5.65
Painter	$5.15	$5.40	$5.65
Locksmith	$5.40	$5.65	$5.90
Maintenance Helper	$4.90	$5.15	$5.40

ARTICLE 6

DISCIPLINE, GRIEVANCE and ARBITRATION PROCEDURES

6.1 DISCIPLINE

In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for cause, such as, but not limited to, insubordination, intoxication (drugs or alcohol), incompetence, failure to perform work as requested, violation of terms of this Agreement, failure to observe safety rules and regulations, or violation of other reasonable Employer rules or regulations. Any such discipline or discharge shall be subject to the grievance procedure of this Agreement, except for probationary employees, as set forth in Article 1, Section 1.6.1.

6.2 GRIEVANCE

6.2.1. Definition: A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee, the Employer, or the Union, which involves the interpretation, application of, or compliance with the provisions of this Agreement.

In the event any grievance or dispute arises as to the interpretation, application, or any claimed violation of this Agreement, the Union and the Company shall meet in an effort to reach an amicable settlement. Specifically, the matter shall be pursued as follows:

6.2.2. Grievance Process: All grievances shall be presented as soon as practical after the occurrence upon which the same is based, but in no event later than five (5) working days if the same is a dismissal grievance, or no later than twenty (20) calendar days from the date the person knew or should have known about the grievance issue if the grievance arises from any other cause. In the event any grievance or dispute arises as to the interpretation, application, or any claimed violation of this Agreement, the Union and the Employer shall meet in an effort to reach an amicable settlement. Specifically, the matter shall be pursued as follows:

- Step 1: A first step meeting shall be held between the employee's Supervisor and the Shop Steward within seventy-two (72) hours from the date the grievance is

filed with the Employer unless another date is set by mutual agreement. The Supervisor shall give the Shop Steward a written reply to the grievance within five (5) working days after this meeting. If this reply is unsatisfactory, the Shop Steward may appeal the decision to Step 2, provided such appeal is made within five (5) working days after the receipt of the Supervisor's reply.

- Step 2: A meeting between the Project Manager or his designee and the Business Representative or a designated representative of the Union shall be held within ten (10) working days after receipt by the Employer of Notice of Appeal, unless another date is jointly agreed to by the Employer and the Union. The Project Manager shall make a reply to the Union in writing no later than ten (10) working days after meeting with the Business Representative.

6.3 ARBITRATION

6.3.1. Process: In the event that the matter remains unresolved after the second step, either party may, within ten (10) business days, unless extended by mutual consent in writing, refer the matter to binding arbitration. The parties shall choose an arbitrator from a panel to be proposed by the American Arbitration Association. The arbitration shall proceed in accordance with the Rules & Regulations of theAmerican Arbitration Association. The parties agree that the decision or award of such Arbitrator shall be final and binding on each of the parties and that they will abide thereby. The Arbitrator shall have no authority to add to, subtract from, or to change any of the terms of the Agreement, to change an existing salary rate or to establish a new salary rate.

6.3.2. Arbitration Costs: Each party shall bear its expenses in preparing and presenting its own case. The cost of the Arbitrator's services and any other expenses incidental to the Arbitration, shall be borne equally by the parties.

ARTICLE 7

PART-TIME EMPLOYEES

7.1 PART-TIME EMPLOYEES

It is recognized and agreed that the Employer may hire employees to work less than thirty-two (32) hours in a scheduled workweek. Part-time employees may not be used to reduce the hours worked by the full-time employees below forty (40) hours in a workweek or eighty (80) hours in a pay period.

Part-time employees shall not be used to work recognized holidays that fall in the regular workweek (Monday –Friday) unless each full-time employee in the specific classification at that worksite has been offered the work and declined to do so.

Part-time employees may be used to cover shifts or fill in for full-time employees who are absent from work. Should a full-time vacancy become available, part-time employees

shall be considered for the position. Nothing in this Agreement shall constitute a guarantee of a certain schedule or a minimum or maximum of hours.

Part-time employees are entitled to the following benefits:

(a) In lieu of health and welfare benefits, each part-time employee shall be paid the rate listed below per hour worked above the wage rate shown in Exhibit "A".

Effective October 1, 2017
$4.25

(b) Part-time employees shall have pension contributions made on their behalf to the Central Pension Fund for all hours worked as set forth in Article 5 (not to exceed [40] hours per week).
(c) Part-time employees that work on a holiday shall be paid their regular wage plus holiday pay.
(d) All other benefits (i.e. sick leave, vacation, jury duty, and funeral leave) shall be paid on a "pro-rata" basis.
(e) J.A.C contributions shall not be made for part-time staff.

All other terms and conditions of the current CAO DAC Corporation Collective Bargaining Agreement apply to part-time employees.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.1 JAC CONTRIBUTION

The Employer agrees to pay the amount indicated in the table below per quarter per employee covered herein, to the Treasurer of the Local 99-99A, I.U.O.E. Joint Apprenticeship Trust. The provisions of this paragraph do not apply to Administrative and Support personnel.

Effective October 1, 2017
$50/quarter

8.2 TOOLS

The Employer agrees to furnish all necessary tools and equipment for the safe and efficient performance of the employees' duties. The Employer further agrees that the employees shall not be required to furnish any tools required for the performance of the employees' duties. The provisions of this paragraph do not apply to Administrative and

Support personnel.

8.3 UNIFORMS

The Employer agrees to furnish the employees sufficient work uniforms to be worn during working hours while on duty. The Employer shall provide an allowance of eighty dollars ($80.00), per year, toward the purchase of safety shoes.

Safety Glasses: The Employer shall provide a yearly allowance of one-hundred and seventy-five dollars ($175.00) toward the purchase of prescription safety glass (on an as needed basis only). In order to replace a pair of safety glasses, the glasses must be severely scratched, broken or the employee is in need of a new prescription, per doctor's note. The employee must show a lieitimate business receipt. Employees who need a change in prescription safety glasses must show the doctor's precription note to be reimbursed.

8.4 BULLETIN BOARDS

The Employer agrees to provide the Union with a bulletin board. However, all material to be posted requires the approval of the Employer prior to posting.

ARTICLE 9

NO STRIKE/NO LOCKOUT

9.1 NO STRIKE/NO LOCKOUT

The Union agrees not to engage in any strike, slow-down or interruption of work during the term of the agreement. There shall be no strike, work stoppage, or interruption in protest of any decision of an Arbitrator. The Employer agrees not to engage in any lockout during the term of this Agreement. In the case of a Government "Shut Down" Affected employees will be expected to take Vacation or LWOP for the duration of the Shutdown.

ARTICLE 10

COLLECTIVE BARGINING AGREEMENT ADMINISTRATION

10.1 SUCCESSORSHIP

This Agreement embodies the entire agreement between the Employer and the Union, and shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. No provision shall be construed in any manner so as to restrict the Employer from the complete operation and management of its business and plants or in the direction of the working forces. The Employer in the exercise of its rights, however, shall observe the provisions of this

Agreement. The successor shall be required to assume any and all accrued sick leave and seniority, which the employees may have accumulated during his/her employment with the previous Employer.

10.2 INVALID PROVISIONS

In the event any article, section or provision of this Agreement is held improper or invalid by any civil authority, agency or court, such article, section or provision shall not invalidate other portions of this Agreement, and if any part of this Agreement is in conflict with or not in compliance with the Labor-Management Relations Act, 1947, any amendments or additions thereto, such parts of this Agreement shall automatically be deleted from this Agreement.

10.3 TRAINING

The Company may decide at its option to fund specialized job related training outside of its Company provided programs. In this regard, the Company will have the full right to select the attendees and may require the Employee to refund the training costs should the Employee leave the Companies employ within 12 months of the completion of the training.

ARTICLE 11

TERM OF AGREEMENT

11.1 TERM OF AGREEMENT

This Agreement shall be in full force and effect from the **first (1st) day of October 2017 to and including the thirtieth (30th) day of September, 2020**, and shall renew from year to year unless not less than ninty (90) days prior to an anniversary date of this Agreement written notice to the contrary is given.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CAO DAC Corporation

By: _____

INTERNATIONAL UNION of
OPERATING ENGINEERS,
LOCAL 99-99A, AFL-CIO
2461 Wisconsin Ave, NW
Washington, DC 20007

By: _____
Donald P. Havard
Business Manager

Approved: October 15, 2017

By: _____
Warren L. Watt
President

By: _____
Mark P. Sexton
Recording Corresponding Secretary

EXHIBIT "A"
WAGES

The following wages per hour shall not be less than the following:

Classification	Effective October 1, 2017	Effective October 1, 2018	Effective October 1, 2019
Engineering Supervisor	$53.06	$54.25	$55.47
Asst. Chief Engineer (DC 1st)	$48.67	$49.77	$50.89
Lead Engineer (DC 3rd)	$39.84	$40.73	$41.65
Engineer (DC 3rd)	$38.74	$39.61	$40.50
HVAC Mechanic, Lead	$39.32	$40.20	$41.10
HVAC Mechanic	$36.50	$37.32	$38.16
HVAC Control Tech	$38.22	$39.08	$39.96
Maintenance Mechanic	$34.39	$35.16	$35.95
General Maintenance Worker	$25.48	$26.05	$26.64
Plumber, Lead	$39.54	$40.43	$41.34
Plumber	$34.69	$35.47	$36.27
Structural, Lead	$37.35	$38.19	$39.05
Carpenter	$31.10	$31.80	$32.52
Painter	$29.76	$30.43	$31.11
Locksmith	$34.73	$35.52	$36.32
Maintenance Helper	$21.25	$21.73	$22.22

Apprentices: The wage of an Apprentice shall be calculated as a percentage of the DC 3rd Class Engineer's wage and shall be:

50% for the first six months of apprenticeship
55 % for the second six months of apprenticeship
60% for the third six months of apprenticeship
65% for the fourth six months of apprenticeship
70% for the fifth six months of apprenticeship
75% for the sixth six months of apprenticeship
80% for the seventh six months of apprenticeship
85% for the eighth six months of apprenticeship.

EXHIBIT "B"

LABOR CLASSIFICATIONS and JOB DESCRIPTIONS

Lead Engineer: The Lead Engineer shall be in complete charge of the unit of the Employer to which he/she is assigned and under the direct supervision of the Chief Engineer. Is responsible for the safe and efficient operation and maintenance of the facility as defined in Section 1.1.1 above. May direct and coordinate activities of other workers in performing tasks related to operating and maintaining the system or systems. Must posess a valid DC 3rd Class License. Performs other duties as assigned.

Carpenter: Is responsible for performing a variety of carpentry duties as assigned. Carpentry services include, but are not limited to, the design, construction, installation and repair of wooden fixtures and structures such as cabinets, furniture, shelving, doors, plaques, and other custom wood products. Other duties include, but are not limited to, framing and finish work, painting, staining, etc. Monitors subcontractor performance as assigned, conducts jobsite troubleshooting and performs primary project layout and carpentry production. Performs other duties as assigned.

Chief Engineer: The primary function of the Chief is to ensure all equipment is fully operations at all times and in compliance with GSA requirements, District of Columbia, federal codes/laws, rules and regulations. The chief supervises all employees assigned under this contract. He/she shall provide management oversight for all phases of the Operation and Maintenance at the St. Elizabeths Complex. In addition to supervising personnel, a Chief Engineer oversees policies, procedures, protocols and controls that govern operations. In addition ot project management, a chief engineer sets goals and objectives – short and long term – for the staff. Selects and coordinates work of all subcontractors needed for operations and preventive mainteance. Must possess a DC 1st Class Engineers license. Performs other duties as assigned.

Assistant Chief Engineer: The Assistant Chief Engineer is responsible for the safe and efficient operation of all equipment in the power plants. Also, is responsible for notification and organizing personnel in response to emergency calls after hours. The Assistant Chief Engineer is responsible for supervision of engineer leads, scheduling, assigning and completion of all preventive maintenance tasks and service orders for equipment associated with the power plant. The Assistant Chief Engineer reports directly to the Chief Engineer and is responsible for all associated reports involving the equipment in the main power plants. Performs other duties as assigned. Must possess a valid D.C. 3rd Class License.

Engineer: Responsible for the safe and efficient operation and maintenance during his/her watch of all equipment in his/her plant as defined in Section 1.1.1 above. Operates and maintains one or more systems which provide the facility with such services as heat, air-conditioning (cool, humidify, dehumidify, filter, and circulate air), refrigeration, steam or high temperature water or electricity. Duties involve: observing and interpreting readings on gauges, meters and charts which register various aspects of the system's operation,

adjusting controls to insure safe and efficient operation of the system and to meet demands for the service provided; recording in logs various aspects of the system's operation; keeping the engines, machinery and equipment of the system in good working order. May direct and coordinate activities of other workers (not stationary engineers) in performing tasks directly related to operating and maintaining the system or systems. Performs other duties as assigned. Must possess a valid D. C. 3rd Class License.

General Maintenance Worker: Performs general maintenance and repair of equipment and building requiring practical skill and knowledge (but not proficiency) in such trades as painting, carpentry, plumbing, masonry, and electrical work. Work may involve the following duties: replacing electrical receptacles, wires, switches, fixtures , and motors; using plaster or compound to patch minor holes and cracks in walls and ceilings; repairing or replacing sinks, water coolers, and toilets; painting structures and equipment; repairing or replacing concrete floors, steps, and sidewalks; replacing damaged paneling and floor tiles; hanging doors and installing door locks; replacing broken window panes; and performing general maintenance on equipment and machinery. Performs other duties as assigned.

HVAC Controls Technician: Installs, repairs, maintains and adjusts indicating, recording, telemetering and controlling instruments used to measure and control variables, such as pressure, flow, temperature, motion, force, and chemical composition, using hand tools and precision instruments. Disassembles malfunctioning instruments, and examines and tests mechanism and circuitry for defects. Troubleshoots equipment in or out of control system and replaces or repairs defective parts. Reassembles instrument and tests assembly for conformance with specifications, using instruments, such as potentiometer, resistance bridge, manometer, and pressure gauge. Inspects instruments periodically and makes minor calibration adjustments to insure functioning within specified standards. May adjust and repair final control mechanisms, such as automatically controlled valves and positioners. Must possess a DC Journeyman's license and control system certification. May calibrate instruments according to established standards. Performs other duties as assigned.

HVAC Mechanic: Installs, services and repairs environment-control systems in residences, department stores, office buildings and other commercial establishments, utilizing knowledge of refrigeration theory, pipefitting and structural layout. Mounts compressor and condenser units on platform or floor, using hand tools, following blueprints or engineering specifications. Fabricates, assembles and installs ductwork and fications. Fabricates, assembles and installs ductwork and chassis parts, using portable metalworking tools and welding equipment. Installs evaporator unit in chassis or in air-duct system, using hand tools. Cuts and bends tubing to correct length and shape, using cutting and bending equipment and tools. Cuts and threads pipe, using machine-threading or hand-threading equipment. Joins tubing or pipes to various refrigerating units by means of sleeves, couplings or unions, and solders joints, using torch, forming complete circuit for refrigerant. Installs expansion and discharge valves in circuit. Connects motors, compressors, temperature controls, humidity controls and circulating ventilation fans to control panels and connects control panels to power source. Installs air and water filters in completed installation. Injects small amount of refrigerant

into compressor to test systems and adds freon gas to build up prescribed operating pressure. Observes pressure and vacuum gauges and adjusts controls to insure proper operation. Tests joints and connections for gas leaks, using gauges or soap-and-water solution. Wraps pipes in insulation batting and secures them in place with cement or wire bands. Replaces defective breaker controls, thermostats, switches, fuses and electrical wiring to repair installed units, using electrical wiring to repair installed units, using electrician's hand tools and test equipment. May install, repair and service air conditioners, (15 – 20 tons cooling capacity) in warehouses and small factory buildings. At a minimum, must have a DC journeyman's license and a CFC certification. Performs other duties as assigned.

Locksmith: Installs, repairs, replace and maintain locks; open locks without keys by picking, drilling, and duplicating keys. Install door locks, replace and install all finished buildings hardware such as door closures, panic bars, repair locks on file cabinets, desks, and other pieces of furniture. Establish/maintain accurate records of key assignments, record changes in key and lock assignments, work from preventive maintenance schedules, use and operate tools of the trade and respond to emergency calls. Perform other job related work as assigned. EXPERIENCE: Completion of a recognized apprenticeship or vocational program for a locksmith. Four years experience as a locksmith.

Strucural. Lead: As a working lead, responsible to his /her immediate supervisor, for the safe and efficient operation of all equipment in his/her specialty qualification and for emergency notification of proper supervisory personnel as needed. Also, responsible for the scheduling and daily production of work assigned to the employees under his/her supervision. Performs other duties as assigned.

Lead HVAC Mechanic: As a working lead, this individual is responsible to his/her immediate supervisor for the safe and efficient operation of all equipment in his/her specialty qualification and for emergency notification of proper supervisory personnel as needed. He/She is also responsible for the scheduling and daily production of work assigned to the employees under his/her supervision. Installs, services and repairs environment-control systems in residences, department stores, office buildings and other commercial establishments, utilizing knowledge of refrigeration theory, pipefitting and structural layout. Mounts compressor and condenser units on platform or floor, using hand tools, following blueprints or engineering specifications. Fabricates, assembles and installs ductwork and fications. Fabricates, assembles and installs ductwork and chassis parts, using portable metalworking tools and welding equipment. Installs evaporator unit in chassis or in air-duct system, using hand tools. Cuts and bends tubing to correct length and shape, using cutting and bending equipment and tools. Cuts and threads pipe, using machine-threading or hand-threading equipment. Joins tubing or pipes to various refrigerating units by means of sleeves, couplings or unions, and solders joints, using torch, forming complete circuit for refrigerant. Installs expansion and discharge valves in circuit. Connects motors, compressors, temperature controls, humidity controls and circulating ventilation fans to control panels and connects control panels to power source. Installs air and water filters in completed installation. Injects small amount of refrigerant into compressor to test systems and

adds freon gas to build up prescribed operating pressure. Observes pressure and vacuum gauges and adjusts controls to insure proper operation. Tests joints and connections for gas leaks, using gauges or soap-and-water solution. Wraps pipes in insulation batting and secures them in place with cement or wire bands. Replaces defective breaker controls, thermostats, switches, fuses and electrical wiring to repair installed units, using electrical wiring to repair installed units, using electrician's hand tools and test equipment. May install, repair and service air conditioners, (15 – 20 tons cooling capacity) in warehouses and small factory buildings. At a minimum, must have a DC journeyman's license and a CFC certification. Performs other duties as assigned.

Maintenance Helper: Performs all assigned duties under the immediate supervision of the Lead Engineer or his/her designee. Assists one or more workers in the skilled maintenance trades by performing specific or general duties of lesser skill, such as keeping a worker supplied with materials and tools; cleaning working area, machine and equipment; assisting journeyman by holding materials or tools; and performing other unskilled tasks as directed by journeyman. The kind of work the helper is permitted to perform varies from trade to trade. In some trades, the helper is confined to supplying, lifting, and holding materials and tools, and cleaning working areas; and in others, the worker is permitted to perform specialized machine operations, or parts of a trade that are also performed by workers on a full-time basis. Performs other duties as assigned.

Maintenance Mechanic: Performs maintenance and repairs to all equipment as defined in Section 1.1.1 above as it pertains to his/her trade under the direct supervision of his/her immediate superior. He/she shall at no time be assigned or stand an engineer's watch. Repairs machinery or mechanical equipment. Work involves most of the following: examining machines and mechanical equipment to diagnose source of trouble; dismantling or partly dismantling machines and performing repairs that mainly involve the use of hand tools in scraping and fitting parts; replacing broken or defective parts with items obtained from stock; ordering the production of a replacement part by a machine shop or sending the machine to a machine shop for major repairs; preparing written specifications for major repairs or for the production of parts ordered from machine shops; reassembling machines and making all necessary adjustments for operation. In general, the work of a Maintenance Mechanic requires rounded training and experience usually acquired through a formal apprenticeship or equivalent training and experience. Excluded from this classification are workers whose primary duties involve setting up or adjusting machines. Performs other duties as assigned.

LeadPlumber: As a working lead and technical expert, this individual is responsible to his immediate supervisor for the safe and efficieint operation of all equipment and components in his/her speciality. Assigns work with quality control and in the absence of other leads, will provide direction as needed. Must have 10 years of plumbing plant experiencefor maintaining and upgrading plumbing equipment, piping, etc. Performs corrective and preventative maintenance on all plumbing related equipment. Other responsibilities include, but are not limited to, installing and/or repairing various plumbing equipment (water heaters, drinking fountains, toilets, sinks, etc.) throughout the facility. Also, must be certified/licensed in pipefitting, steamfitting or sprinkler systems

and must possess valid master plumber's license issues by Washington Suburban Sanitary Commission. Performs other duties as assigned.

Painter: Paints and redecorates walls, woodwork and fixtures, as well as desks, tables, cabinets (metal and wood), machinery and curbs. Work involves the following: knowledge of surface peculiarities and types of paint required for different applications; preparing surface for painting by removing old finish or by placing putty or filler in nail holes and interstices; and applying paint with spray gun or brush. May mix colors, oils, white lead and other paint ingredients to obtain proper color or consistency. In addition to painting, responsible for taping and texturing of drywall as required. May be required to assist Maintenance Mechanic in duties that parallel a painter's primary tasks. In general, the work of the painter requires rounded training and experience usually acquired through a formal apprenticeship or equivalent training and experience. Performs other duties as assigned.

Plumber: Responsible for maintaining and upgrading plumbing equipment, piping, etc. Performs corrective and preventative maintenance on all plumbing related equipment. Other responsibilities include, but are not limited to, installing and/or repairing various plumbing equipment (water heaters, drinking fountains, toilets, sinks, etc.) throughout the facility. Also, a Plumber I must be certified/licensed in pipefitting, steamfitting or sprinkler systems and have a valid journeymen plumber's license issues by Washington Suburban Sanitary Commission. Performs other duties as assigned.

Apprentice Engineer: To perform all assigned training duties under the supervision of the Operations Manager or a licensed supervisor or engineer as designated by the Operations Manager. In the application of these duties, the Company agrees to conform to the Standards, as printed, of the Local 99, IUOE Joint Apprenticeship Committee. The apprentice engineer shall at no time be permitted to stand an engineers shift, nor be assigned to a fixed routine which might interfere with his training program. Performs other duties as assigned.

CENTRAL PENSION FUND
of the
International Union of Operating Engineers and Participating Employers
4115 Chesapeake Street NW, Washington, DC 20016-4665
202-362-1000; FAX 202-364-2913; www.cpfiuoe.org

PARTICIPATING AGREEMENT

FUND OFFICE USE
Branch No.....
Agmt I.D. No.....

Business Information

Business Name and Address (to which Employer Reporting Forms should be mailed):

CAO DAC Corporation
500 Giles Place
Sterling, VA 20164

Administrative Contact Person: Nina Drekovic

Telephone: (202) 989-0635 Fax: (703) 232-1771 Email: nina.caodac@gmail.com

Employer Federal Tax Identification No. 47-4098151

Business Type: ☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Bargaining Agreement Information

IUOE Local Union No.: 99

Bargaining Agreement is: ☐ New Agreement ☐ Renewal - Existing Agmt I.D. No.:

Bargaining Agreement effective from: October 1, 2017 to: September 30, 2020

Bargaining Agreement covers:

☐ Geographic area - Describe:

☒ Single Project/Facility - Describe: Coast Guard Facility
2701 MLK, Jr. Avenue, SE, Washington, DC

☐ Other - Describe:

Rev 07/04

Contribution Information

ATTACH RELEVANT SECTION(S) OF BARGAINING AGREEMENT

Contribution Basis: ☒ Dollars/Cents per Hour ☐ Percentage of Gross Pay ☐ Flat Amount

☐ Other - Describe: _____

Contribution Levels: ☐ Uniform rates for all classifications

☒ Different rates for different classifications - Describe: see attached

Contribution Rates: ☒ Payable on All Hours Worked or Paid ☐ Payable Only on Hours Worked

				Rate 1	Rate 2	Rate 3
Effective from: Oct. 1, 2017	to: Sept. 30, 2018	Rate(s):	see attached	/	/	
Effective from: Oct. 1, 2018	to: Sept. 30, 2019	Rate(s):	see attached	/	/	
Effective from: Oct. 1, 2019	to: Sept. 30, 2020	Rate(s):	see attached	/	/	
Effective from: _____	to: _____	Rate(s):	/	/	/	

Additional Rates/Comments/Explanations: per hour for all hours paid for the term of the contract excluding overtime hours, not to exceed 2080 hours per year.

The EMPLOYER agrees to contribute to the Central Pension Fund on the basis specified above on behalf of all employees of the EMPLOYER represented by the International Union of Operating Engineers and its Local Unions. The EMPLOYER also agrees to be bound to all provisions of the Restated Agreement and Declaration of Trust of the Central Pension Fund of the International Union of Operating Engineers and Participating Employers (AGREEMENT), and as it may be amended or restated, so long as the EMPLOYER has an obligation to make contributions to the Central Pension Fund. The EMPLOYER consents to the appointment of the Trustees, currently administering the Central Pension Fund, as well as their duly appointed successors. The EMPLOYER further agrees to continue contributions to the Central Pension Fund during any period in which it is engaged in negotiations with the UNION, on the basis specified in its most recently expired agreement with the UNION, until such time as a new agreement is reached or the EMPLOYER no longer has a duty to bargain with the UNION.

Employer Signatory:

(Signature/Title)

President
(Printed or Typed)

Local Union Signatory:

Donald P. Havard
(Signature/Title)

Donald P. Havard, Business Manager
(Printed or Typed)

FUND OFFICE USE

Accepted on _____ by _____, Chief Executive Officer
For the Trustees of the Central Pension Fund

Instructions: Return signed original to the Central Pension Fund at the above address. Retain copies for Employer and Local Union records. Relevant section(s) of the Bargaining Agreement must be attached.

EXHIBIT 2

HEALTH AND WELFARE PLAN AND TRUST

FOR

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 99 AND 99A

EFFECTIVE JANUARY 1, 2014



ARTICLE V - CONTRIBUTIONS TO THE FUND

5.01 Contributions.

(A) Employers and retired employees shall contribute to the Fund as provided in the Collective Bargaining Agreement or in an Adoption Agreement, as the case may be, and in accordance with the rules and regulations of the Trustees. Each Employer agrees that such contributions shall constitute an absolute obligation to the Plan at the time the contributions become due and owing to the Fund, regardless of whether such contributions have actually been paid. Each Employer further agrees that such obligation shall not be subject to set-off or counterclaim which the Employer may have for any liability of the Union or of an Employer.

(B) The Trustees are hereby designated as the persons to receive the contributions to be made to the Fund by the Employer. The Trustees are hereby vested with all right, title and interest in and to such monies and all interest which may be accrued thereon, and are authorized to receive and be paid the same, with the recognition that all such contributions and interest are part of the Fund.

(C) Contributions to the Fund shall be paid to the Trustees or to such depository as the Trustees shall designate, only by check, bank draft, money order or any other recognizable written method of transmitting money or its equivalent, made payable to the order of the Union of Operating Engineers Local 99 and 99A Health and Welfare Fund.

(D) In the event an Employee employed by an Employer, as defined herein, shall perform work outside of the geographical jurisdiction of the Union, the Employer may continue to make payments to the Trust Fund and the Trustees may accept such payments.

5.02 Enforcement.

(A) The Trustees may compel and enforce the payment of the contributions in any manner which they may deem proper in accordance with the terms of the Collective Bargaining Agreement; and the Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they may deem appropriate.

(B) The failure of an Employer to pay the contributions required hereunder within the time limits shall result in the termination of Benefits under the Plan for those Participants who are employed by the delinquent Employer as well as the Dependent of each such Participant.

5.03 Failure to Pay. The failure of an Employer to pay the contributions required hereunder in accordance with the time limits set forth in the applicable Collective Bargaining

Agreement shall be a violation of the Employer's obligations hereunder. Nonpayment by an Employer of any contributions when due shall not relieve any other Employer from its obligation to make payments. In addition to any other remedies to which the parties may be entitled (including liquidated damages), an Employer in default under the Delinquency Collection Procedure shall be obligated to pay all expenses of collection, including auditor's and attorney's fees, that may have been incurred by the Trustees together with interest at a rate of 18% per annum.

5.04 Wage Records. Each Employer shall render to the Trustees on demand written reports as to the wages paid to and Hours of Service worked by its Employees and the contributions due or payable to the Fund pursuant to the Collective Bargaining Agreement, or an Adoption Agreement, as the case may be. The Union and the Employers also shall promptly furnish in writing to the Trustees on demand any additional information and reports which may be necessary to the performance of the Trustees' duties under this Plan and Trust Agreement. Any Employer who does not have its principal place of business within the area under the jurisdiction of the Union may, at the Trustees' discretion, be required to make weekly reports and contributions unless other arrangements have been made with the Trustees.

5.05 Examination by Trustees. The Trustees, or their authorized representatives, may examine the pertinent payroll books, reports and records of each Employer whenever such examination may be deemed necessary or advisable by the Trustees in connection with the proper administration of the Fund. The Employer shall pay the cost of the audit if a delinquency is found.

5.06 Return of Erroneous Contributions.

(A) Notwithstanding anything to the contrary herein and subject to section 5.06(B), upon an Employer's request, a contribution which was made by mistake of fact or law may be returned to the Employer by the Trustees within six (6) months after the date the Trustees determine that the contribution resulted from a mistake of fact or law except the maximum reimbursement amount is limited to six months of incorrect payments. Any portion of the contributions returned pursuant to this Section shall be adjusted to reflect its proportionate share of losses of the Fund, but shall not be adjusted to reflect any earnings or gains.

(B) In the event an Employer erroneously makes contributions to the Plan during the six month period that a disabled Participant is receiving free coverage in accordance with Section 4.02(B)(2), the Employer can receive a refund not to exceed two months of premium. Such refund is available if required in writing within one year from the date of the overpayment. Excess contributions above two months shall be forfeited.

EXHIBIT 3

Make any required changes and return with payment to the Fund Office by the 20th of the month following the invoice month

CAO DAC CORP
(US COAST GUARD)
500 GILES PLACE
SPRINGFIELD, VA 20164

OPERATING ENGINEERS LOCAL 99 AND 99A
HEALTH & WELFARE FUND
DECISION SCIENCE, INC. ADMINISTRATORS
3615 NORTH POINT BLVD SUITE C
BALTIMORE, MD 21222
PHONE: 1(410) 254-9595 or 1(800) 367-7848

Employer # 07284

Please notify Fund Office before making Plan Code changes on billing.

FOR MONTH OF July 2019

INSTRUCTIONS:

1. If you have NO Employees for the Month, write "NONE" in the center of the report submit to the Fund Office. This is to assure that you will not be Delinquent avoid Liquidated Damages.	2. If a New Employee has been Added, Fill in all columns. PLEASE GIVE FULL NAME, MIDDLE INITIAL, FULL SS# AND PLAN CODE.	3. If any Adjustments are Necessary, please provide details on a separate page.	Interest $_____ Adjustments $_____ Total Remitted $_____	FUND OFFICE USE DATE BATCH

EMPLOYEES	SOCIAL SECURITY #	PLAN CODE	TERMS/ ADDITIONS NOTES
CHRISTOPHER W AQUINO	XX-XXX-7398	ICS	
KENT CAMPBELL	XX-XXX-3219	ICS	
CORY CARROLL	XX-XXX-4005	FCS	
JEFFREY G CLARK	XX-XXX-2862	ICS	
STANLEY B COOLEY	XX-XXX-9905	ICS	
AARON DALTON	XX-XXX-9676	FCS	
JEFFREY DIXON	XX-XXX-7214	FCS	
TAYMAR DUNMORE	XX-XXX-1745	ICS	
GIBRIL HAJI	XX-XXX-9958	FCS	
BRIAN R HARVEY	XX-XXX-6594	ICS	
DARYL K LOMAX	XX-XXX-3287	FCS	
NHAN T NGUYEN	XX-XXX-8378	ICS	
GUILLERMO SARMIENTO	XX-XXX-9879	FCS	
NAHJUA SCIPPIO-GORHAM	XX-XXX-3456	ICS	
JAMES D SHORT	XX-XXX-4380	ICS	
DAVID B SMITH	XX-XXX-6718	FCS	
THANH TRAN	XX-XXX-4006	FCS	
RICHARD TURNER	XX-XXX-9539	FCS	
HOWARD WILSON	XX-XXX-3162	FCS	

FAMILY COVERAGE SUPPLEMENTAL	FCS	____x	$1,665.00	= $	_____
INDIVIDUAL COVERAGE SUPPLEMENTAL	ICS	____x	$753.00	= $	_____

EXHIBIT
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3

Make any required changes and return with payment to the Fund Office by the 20th of the month following the invoice month

CAO DAC CORP
(US COAST GUARD)
500 GILES PLACE
SPRINGFIELD, VA 20164

OPERATING ENGINEERS LOCAL 99 AND 99A
HEALTH & WELFARE FUND
DECISION SCIENCE, INC. ADMINISTRATORS
3615 NORTH POINT BLVD SUITE C
BALTIMORE, MD 21222
PHONE: 1(410) 254-9595 or 1(800) 367-7848

Employer # 07284

Please notify Fund Office before making Plan Code changes on billing.

FOR MONTH OF August 2019

INSTRUCTIONS:

1. If you have NO Employees for the Month, write "NONE" in the center of the report submit to the Fund Office. This is to assure that you will not be Delinquent avoid Liquidated Damages.	2. If a New Employee has been Added, Fill in all columns. PLEASE GIVE FULL NAME, MIDDLE INITIAL, FULL SS# AND PLAN CODE.	3. If any Adjustments are Necessary, please provide details on a separate page.	Interest $_____ Adjustments $_____ Total Remitted $_____	FUND OFFICE USE DATE BATCH

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JEFFREY G CLARK	XX-XXX-2862	ICS	
STANLEY B COOLEY	XX-XXX-9905	ICS	
AARON DALTON	XX-XXX-9676	FCS	
JEFFREY DIXON	XX-XXX-7214	FCS	
TAYMAR DUNMORE	XX-XXX-1745	ICS	
GIBRIL HAJI	XX-XXX-9958	FCS	
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NHAN T NGUYEN	XX-XXX-8378	ICS	
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JAMES D SHORT	XX-XXX-4380	ICS	
DAVID B SMITH	XX-XXX-6718	FCS	
THANH TRAN	XX-XXX-4006	FCS	
RICHARD TURNER	XX-XXX-9539	FCS	
HOWARD WILSON	XX-XXX-3162	FCS	

FAMILY COVERAGE SUPPLEMENTAL	FCS	____x	$1,665.00	= $	_____
INDIVIDUAL COVERAGE SUPPLEMENTAL	ICS	____x	$753.00	= $	_____

Make any required changes and return with payment to the Fund Office by the 20th of the month following the invoice month

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(US COAST GUARD)
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SPRINGFIELD, VA 20164

OPERATING ENGINEERS LOCAL 99 AND 99A
HEALTH & WELFARE FUND
DECISION SCIENCE, INC. ADMINISTRATORS
3615 NORTH POINT BLVD SUITE C
BALTIMORE, MD 21222
PHONE: 1(410) 254-9595 or 1(800) 367-7848

Employer # 07284

Please notify Fund Office before making Plan Code changes on billing.

FOR MONTH OF September 201[illegible]

INSTRUCTIONS:

1. If you have NO Employees for the Month, write "NONE" in the center of the report submit to the Fund Office. This is to assure that you will not be Delinquent avoid Liquidated Damages.	2. If a New Employee has been Added, Fill in all columns. PLEASE GIVE FULL NAME, MIDDLE INITIAL, FULL SS# AND PLAN CODE.	3. If any Adjustments are Necessary, please provide details on a separate page.	Interest $_____ Adjustments $_____ Total Remitted $_____	FUND OFFICE USE DATE BATCH

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FAMILY COVERAGE SUPPLEMENTAL	FCS	____x	$1,665.00	= $	_____
INDIVIDUAL COVERAGE SUPPLEMENTAL	ICS	____x	$753.00	= $	_____